

Contract for Assemblies presented by The Imagination Machine

This agreement is entered into by and between THE IMAGINATION MACHINE (hereinafter "IM") **Magnolia Elementary — Azusa** (hereinafter "Client") for the following purposes:

Scope of Services:

IM will perform Creative Writing assemblies at client's location:

Magnolia Elementary
945 E Nearfield St
Azusa, CA 91702

Performances:

You have booked **"The Writing Show" on 04/15/25. The charge is \$1,704.00 inclusive of all fees and credits. Your performance times are 9:00AM & 10:00AM and cast members will arrive at 7:30AM. Client understands that all story submissions must be mailed (post marked) by 03/07/25.** Failure to submit stories on time may necessitate that your assembly be changed to a Writing Workshop, as we will not be able to process your stories on time to perform them.

Performance Start Times:

Performances are scheduled to BEGIN at these times. Client agrees that students will be in place and ready to participate. Client agrees that a staff member will be on campus at cast members' scheduled arrival time and will allow cast members access to the indoor performance space upon arrival. Client agrees to notify appropriate staff of IM's arrival time so that preparations can be made to the performance space as noted below. There must be a 10-to-15-minute break in between each performance to allow for students to come in and out of the area.

Performance Facility:

Client agrees that all set-up, rehearsals and performances are to be held in an **INDOOR FACILITY**, and that considerations have been made in order to legally accommodate the number of attendees, as regulated by the Fire Marshall. Under no circumstances will outdoor shows be permitted. Acceptable indoor facilities are multi-purpose room, auditorium, library, cafeteria, etc. Performance "stage" area will be cleared prior to IM cast members' arrival. **Should performances be canceled due to a lack of appropriate indoor facility, Client will be responsible for full payment for the date reserved on this contract.**

Parking:

At least 3 parking spaces will be set aside for IM cast members' use. **Should street parking be necessary, Client agrees that they have verified that performances are not scheduled in conflict with neighborhood street sweeping hours. (This includes hours when cast members will be on campus to set up and rehearse. Failure to comply will result in Client compensating cast members for tickets or fees associated with parking.)**

Payment Terms:

A **\$750 non-refundable deposit** for EACH RESERVED DATE is to be returned with this signed contract or district purchase order on or before the **contract due date**. Should your deposit be late without prior arrangement with IM, a \$250 penalty will be incurred and due with final balance. The **remaining balance** due for each invoice shall be **payable one week before the performance is scheduled**, unless prior arrangements have been made. The required 10 to 15 minutes in between each assembly is free, but every minute thereafter will accrue a \$2/per minute charge. This charge can also be levied after the fact should wait times be pushed due to circumstances that are outside IM's control. IM charges each client a flat travel fee based on the distance of Client's school district office.

Cancellation/Rescheduling:

For any client requested change or amendment to the contract, client will be charged a \$50 fee. In the event of cancellation or rescheduling within 3 weeks of the original contracted date, client agrees to pay a \$300 penalty in addition to the \$750 deposit.

Should a previously agreed upon performance be canceled due to unforeseen events (e.g.: weather, force majeure, global pandemic), IM will make every attempt to re-schedule. Should re-scheduling not be possible, client will be responsible solely for the \$750 non-refundable deposit.

Criminal Background checks:

While on campus, IM cast members are under constant supervision of school staff. Under these circumstances, California State Ed. Code states that no background checks are required. Should a school or district require background checks, or fingerprinting, client agrees to cover all related costs, and provide IM with the appropriate documents to sign.

Remaining terms:

This agreement will be governed by the laws of the state of California. This agreement supersedes all prior agreements, written or oral, between us relating to the subject matter of this agreement. Client shall keep, save and hold harmless IM from any and all damages and liability for anything and everything whatsoever arising from any fault or negligence by Client or any failure on Client's part to comply with any of the covenants, terms and conditions herein contained. Client agrees to ensure all performance spaces with the appropriate liability insurance, including fundamental coverage for bodily injury, property damage, products & completed operations, and personal injury arising from the contractor's activities. Performers are not authorized to sign any documents that could change this agreement, or any other document that could bind IM.

Re-iteration of important dates:

- "The Writing Show" Performance date: 04/15/25**
- Story submission deadline for "The Writing Show": 03/07/25**
- Contract & Deposit(s) due: 12/21/24**
- "The Writing Show" Final Balance due: 04/08/25**

Signed by The Imagination Machine:



Lindsay Brooks/ Co-Owner

Signed by client representative:

Signature

Norma Carvajal Camacho
Assistant Superintendent, Ed. Services

Date : _____